UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION -

IN RE:	
Leslie W. Humphrey	CASE NO.
S.S.# <u>xxx-xx-4141</u> Debtor	CHAPTER 13 JUDGE
and	PLAN SUMMARY
S.S.#	For informational purposes only. ACP: 60 Months Minimum Plan Length: 60 Months Plan payment: 440.44 per Month Minimum dividend to Class 9 Creditors 50.00 Percentage of Tax Refunds committed 100

CHAPTER 13 PLAN

[] Original

OR[X]Pre-Confirmation Modification # 1

[]Post-Confirmation Modification #

NOTICE TO CREDITORS:

YOUR RIGHTS MAY BE AFFECTED. THIS PLAN MAY BE CONFIRMED AND BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING UNLESS A TIMELY WRITTEN OBJECTION IS FILED. READ THIS DOCUMENT CAREFULLY AND SEEK THE ADVICE OF AN ATTORNEY.

- STANDARD MODEL PLAN; INCORPORATION OF ADDITIONAL TERMS, CONDITIONS AND PROVISIONS; I. **ALTERATIONS NOTED:**
 - THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL TERMS, A. CONDITIONS AND PROVISIONS WHICH MAY BE FOUND AT WWW.13EDM.COM or WWW.MIEB.USCOURTS.GOV.

INTERESTED PARTIES MAY ALSO OBTAIN A WRITTEN COPY OF THE ADDITIONAL TERMS, CONDITIONS AND PROVISIONS APPLICABLE TO CHAPTER 13 PLANS FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

- B. This Plan conforms in all respects to the Standing Chapter 13 Trustees' Model Plan which is referenced in Administrative Order 12-05 issued by the U.S. Bankruptcy Court for the Eastern District of Michigan. Those sections of this Plan that vary from the Model Plan are listed in this paragraph (any alterations not stated in this section are void): Paragraph II. B., ; Section V. Paragraphs A, D, F, K, O, P U and X. (see Section IV. B. for the complete changes to the
- APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND II. **ELIGIBILITY FOR DISCHARGE:**
- ✓ Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable A. Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Chapter 13 Model Plan - version 3.0

	Confirming Plan.
	Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be months from the date of entry of the Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See of Plan.
	If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.
B.	Debtor's plan payment amount is \$\$332.56 Weekly for 60 months
C.	Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.
refunds. 2. Debtor's pro-ration f	ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is raph 2 shall apply: s Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax s Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule 1 does not include a for anticipated tax refunds. Debtor will remit 50% of all Federal and State Tax Refunds that Debtor receives or is
3. Debtor's anticipated to receive a and State To	Federal Tax Refunds that Debtor receives or is Flan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I includes a proration for Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that Debtor receives or is entitled for commencement of the case to the extent the refund exceeds the sum of twelve times the amount of the Federal ax Refund pro-ration shown in Schedule I.
1. Debtor's refunds. 2. Debtor's pro-ration for receive after 3. Debtor's anticipated F	SSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is aph 2 shall apply: Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I does not include a ranticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to commencement of the case. Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I includes a proration for federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to commencement of the case to the extent the refund exceeds the sum of twelve times the amount of the Federal Tax retion shown in Schedule I.
refunds. Debtor's I pro-ration for receive after 6 Debtor's P	Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I does not include a commencement of the case. Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I does not include a commencement of the case. Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I includes a proration for coderal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration sedule I.
D. [] if the box to the immediate left is "checked", the debtor acknowledges that debtor is not eligible for a discharge ursuant to 11 USC §1328.
d Chapter 13 Model Plan -	if the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor is not eligible for a exercion 3.0

- if the box to the immediate left is "checked", the debtor or joint debtor is self-employed AND incurs trade credit E. in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed
- DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, III. Conditions and Provisions for additional information regarding the order in which claims are to be paid.
 - A. Class One TRUSTEE FEES as determined by statute.
 - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
 - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, as indicated in the Order
 - a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$ 3,500.00 for services rendered plus \$ 0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum of paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3300.00, will be paid as an Administrative Expense Claim; or
 - b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
 - 2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and
 - 3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor has retained or intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional
 - 4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.
 - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. If the Debtor and the Lienholder agree to the lien strip, the Debtor and Lienholder shall file a Stipulation in the bankruptcy case and submit a proposed Order accomplishing the lien strip. If the Debtor does not have the agreement of the Lienholder, then Debtor shall timely file an Adversary Proceeding as required by the Administrative Orders, Guidelines and Procedures promulgated by the Bankruptcy Court for the Eastern District of Michigan. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for

Creditor	
Specialized Loan Servicing	Collateral
apastanzea Loan Servicing	Credit Line Secured as 4- 400 47 17
	Credit Line Secured as to 18645 Murray Hill , Detroit, MI
D. CLASS FOUR SECURED OF ASSET	

- D. CLASS FOUR SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).
 - 1. Continuing Payments that come due on and after the date of the Order for Relief (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information):

				
Ē		Wayne County	101.00	Trustee
	2. Pre-Petition	Arrearages to be paid by Trustee: The	Ge amounts which	-

2. Pre-Petition Arrearages to be paid by Trustee: Those amounts which were due as of the filing of the Order

Creditor Ditech Financial Llc	Collateral 18645 Murray Hill Detroit, MI 48235 Wayne County	Arrears Amount	Monthly Payment	Months to Cure From Confirmation Date 60
E CLASS FIVE SEC				

- E. CLASS FIVE SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. 11 USC §1322(c)(2). (See Paragraph H, Paragraph L and Paragraph O of the Additional Terms, Conditions and Provisions for additional information):
 - 1. Creditors to be paid Equal Monthly Payments, 11 USC §1325(a)(5)(B):

Ally Financial/2011 Jeep Grand Cherokee 90889 miles Surrendered collateral Value Rate MODIFIED 14,585.00 5.0	interest	Monthly Payment 227.490	Direct or Via Trustee Trustee
--	----------	-------------------------------	-------------------------------

2. Creditors not to be paid Equal Monthly Payments, 11 USC §1325(a)(5)(A):

Creditor/Collateral -NONE-/	Indicate if "crammed", modified or surrendered	Market value <u>of</u> <u>collateral</u>	Interest Rate (Present Value Rate)	Total to be	Estimated Average Monthly Payment	Direct or Via <u>Trustee</u>
E CLASS SIN THE	·=					

F. CLASS SIX - EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): -Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

1. Continuing Lease/Contract Payments:

Tourist Treas	Contract Payments:			
Creditor -NONE-	Property	Monthly Payment	Lease/Contract expiration date	Direct or Via Trustee
3 D				

2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

	and the state of t	ntracts and Leases	(to be paid by Trustee	e):
<u>Creditor</u> -NONE-	Dronout		Estimated Average	Months to Cure From Confirmation Date

3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

and Provisions for additional information):	b 1 and traditional Terms, Conditions
Creditor	Property
-NONE-	rioperty

- G. CLASS SEVEN PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).
 - 1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for

-NONE-		Monthl	Monthly Payment		Dia		
-NONE-			Direct or Via Trustee				
	2. Domestic Supp	ort Obligations: Pr	e-Petition Arres	arages due	as of t	he filing of the (Order for Relief
-NONE-	Creditor		Arrears Amou		L3HH2	nted Average oly Payment	Direct or Via Trustee
	3. All Other Prior	ty Unsecured Clain	ns [11 U.S.C. §1:	322(a)(2)	<u> </u>		
IRS	Creditor			nount		Dire	ect or Via Trustee
					5.00	_	Trustee
Н.	CLASS EIGHT - Trustee): (See Par Creditor				11 1 1 D	MS. 11 USC §1.	
-NONE-		Amour	11	Interest I	Rate	Reason f	or Special Treatment
		Attachment 1, Li "Unsecured Base (ii) will continue yields the greater Worksheet, Line	iquidation Analyse Amount"). This for the full Plan payment to Class, for additional	sis and Stars Plan shall Length as S 9 Unsecu	tement of provide indicate	the Amount Ava of Value of Encu e either (i) the Un d in Paragraph I	ing Class 9 General ailable in Chapter 7 shown on ambered Property (the nsecured Base Amount; or I.A of this Plan, which ever chment 2, Chapter 13 Model mated to be available for
	If neither box is	checked or if both b	oxes are checked	d, then the	plan sha	ıll pay the Linsed	pured Page Amount
V. <u>OTI</u>	HER PROVISIONS	;		•		puj tile Olisee	ared base Amount.
A. B.			 - I		as roqui	ied by II O2C 6	Eight and Nine shall receive §1325(a)(4).
A. deduce Truste concurvitho credit	DEBTOR'S OBLI ctions/exemptions we ee any sum which the urrence of the Trusto out further motion, no ors prior to receipt o	GATION TO R ithout Court approva e Debtor is not requ ee, the Trustee shall otice or Order of Co f the Debtor's writte	EMIT TAX I al. If the Internatived to remit pure be authorized to ourt. The Trustee in request.	REFUNDS al Revenue suant to the o refund the shall not be	S: D Service is Plan, nose sur pe requi	ebtor shall no or any State ta then upon writte ns to the Debto red to recoup or	of this Plan vary from the of alter any withholding using authority remits to the en request of the Debtor and r from funds first available recover funds disbursed to

<u>D. POST-CONFIRMATION ATTORNEY FEES & COSTS BY SEPARATE APPLICATION:</u> Counsel reserves the right to file Applications for compensation for services rendered subsequent to the Confirmation of this Plan.

Filed 10/25/16 Entered 10/25/16 16:01:39

F. ORDER OF PAYMENT OF CLAIMS: All claims for which this Plan proposes payment through the Trustee shall be paid in the following order to the extent that funds are available:

Level 1: Class 1

Level 2: Class 2.1 and 2.2

Level 3: Class 2.3 and 2.4

Level 4: Classes 4.1

Level 5: Classes 5.1& 6.1to be paid concurrently, should there not be sufficient funds on hand in any one month, then these classes shall receive a pro-rata distribution

Level 6: Class 5.2 and 6.2

Level 7: Class 4.2

Level 8: Class 7

Level 9: Classes 3, 8 and 9.

Each level shall be paid as provided in this Plan before any disbursements are made to any subordinate class. If there are not sufficient funds to pay all claims within a level, then the claims in that level shall be paid pro rata.

K. EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES:

- 1. Any executory contract or unexpired lease not expressly assumed in Class 6.1 or in the Order Confirming Plan shall be deemed rejected effective as of the Effective Date of this Plan.
- 2. Upon rejection of any Executory Contract or Unexpired Lease, the property and debtor's interest in the rejected executory contract or unexpired lease will no longer be property of the estate and the stay under 11 USC §362(a) shall automatically terminate as to such property. Any claims arising from the rejection of an executory contract or unexpired lease shall be treated as a general unsecured claim in Class Nine, subject to further Order of Court. Any Proof of Claim or Amended Proof of Claim for a deficiency, arising under this Paragraph, shall be filed within sixty (60) days of disposition of the
- 3. For all assumed executory contracts and unexpired leases, confirmation of this Plan shall constitute a finding that this Plan complies with all requirements for assumption of the executory contracts and unexpired leases being assumed, including all requirements set forth in 11 USC §365(b).
- 4. Upon the termination of the Lease (whether as a result of the expiration of the contractual lease term, repossession of the property which is the subject of the Lease, or otherwise), the Lessor shall have the right to file a Supplemental Claim for any damages or charges permitted under or pursuant to the
- 5. If Class 6.1 provides for the Continuing Lease/Contract Payments to be made by the Trustee, the Supplemental Claim as filed and allowed shall be paid by the Trustee over the remaining term of the
- 6. If Class 6.1 provides for the Continuing Lease Payments to be made directly by the Debtor to the Lessor, the Supplemental Claim as filed and allowed shall be paid directly by the Debtor to the Creditor over the remaining term of the Plan. If there is a balance outstanding on the Supplemental Claim as of the completion of Debtor's confirmed Chapter 13 Plan, this balance shall not prevent or preclude the entry of a discharge in this case; instead, this balance shall be deemed non-dischargeable and Debtor shall be responsible for payment of the remaining balance of the Supplemental Claim following the entry of a Discharge.

transfer or otherwise dispose of such property (except in the ordinary course of debtor's business) without prior Court approval.

P. SURRENDER OF COLLATERAL: Those claims that are treated pursuant to 11 USC §1325(a)(5)(C) (surrender of collateral) are so designated in this Plan. Upon confirmation, the Automatic Stay and Co-Debtor Stay is lifted as to the collateral and any creditor to whom the property is surrendered and the collateral shall no longer constitute property of the estate. No disbursements shall be made by the Trustee to any creditor whose claim is secured by the collateral being surrendered unless the holder of such claim files a Proof of Claim (or Amended Proof of Claim) after the Effective Date of the Plan setting forth the amount of any deficiency remaining after disposition of the collateral. Any allowed deficiency claim shall be paid as a general unsecured claim in Class 9 of the Plan. See Federal Rule of Bankruptcy Procedure 3002.1. Any Proof of Claim or Amended Proof of Claim for a deficiency, arising under this Paragraph, shall be filed within sixty (60) days of disposition of the collateral.

<u>U. DEBTOR DUTY TO MAINTAIN INSURANCE – REMEDY FOR FAILURE TO MAINTAIN INSURANCE:</u> Debtor shall maintain all insurance required by law and contract upon property of the estate and the debtor's property.

X. DEADLINES IN EVENT OF CONVERSION: In the event of conversion of this case to a case under Chapter 7 of the United States Bankruptcy Code, the rights of the Chapter 7 Trustee and all creditors (including but not limited to the right to object to exemptions and the right to object to discharge pursuant to 11 USC §727 and/or dischargeability pursuant to 11 USC §523) will be determined as if the Petition was filed on the date of conversion, subject to the exceptions of Fed.R.BankrP. 1019(2)(B). The date of the Order converting this case to one under Chapter 7 will be treated as the date of the Order For Relief and all applicable deadlines shall be determined as if the post-conversion Meeting of Creditors pursuant to 11 USC §341 was the initial Meeting of Creditors, subject to the exceptions of Fed.R.BankrP. 1019(2)(B).

/s/ Brian Joel Small	/s/ Leslie W. Humphrey Leslie W. Tdumphrey
Brian Joel Small P-46901	Leslie W. Humphrey
Attorney for Debtor	Debtor
30150 Telegraph Rd.	Debtoi
Suite 444	
Bingham Farms, MI 48025	
Street Address	
Bingham Farms, MI 48025-0000	
City, State and Zip Code	Joint Debtor
bankruptcy@thavgross.com	Joint Decitor
E-Mail Address	September 13, 2016
(248) 645-1700	Date
Phone Number	

Page 7 of 9

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY

				TOTAL TROPERTY				
TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT			
PERSONAL RESIDENCE	33,000.00	59,166.00	0.00	0.00	0.0			
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.0			
HHG/PERSONAL EFFECTS	6,250.00	0.00	6,250.00	6,250.00	0.0			
JEWELRY	100.00	0.00	100.00	100.00	0.0			
CASH/BANK ACCOUNTS	1,200.00	0.00	1,200.00	1,200.00	0.00			
VEHICLES	14,585.00	14,585.00	0.00	0.00	0.00			
OTHER (itemize)								
Pension: City of Detroit Pension	500,000.00	0.00	500,000.00	500,000.00	0.00			
401k: City of Detroit- Deferred Annuity	100,000.00	0.00	100,000.00	100,000.00	0.00			
Vested in a military pension- Value unknown not collecting same yet	0.00	0.00	0.00	0.00	0.00			
Prudential Whole Life policy- cash value \$100 subject to a loan of \$13000 Beneficiary: Gregory Humphrey	0.00	0.00	0.00	0.00	-12,625.00			
erm life with Afscme Union- American Income Life- No cash value. Beneficiary: Gregory Humphrey	0.00	0.00	0.00	0.00	0.00			
OTHER (total)	600,000.00	0.00	600,000.00	600,000.00	0.00			

Amount available upon liquidation	\$ 0.00
Less administrative expenses and costs	\$ 0.00
Less priority claims	\$ 795.00
Amount Available in Chapter 7	\$ 0.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2 F.D.M.)

1.	Length of Plan is	60r	r RULE 3015-1(B)(2 E.D.M.) nonths			
2.	Initial Plan Payment: \$1440 per month x 60 mont	ths = \$30,225.00 (subtotal)				
3.	Additional Payments: \$	per=				
4.	Lump Sums:					
5.	Total to be paid into Plan (to	otal of lines 2 through 4)			-	\$0.00
6.	Estimated Disbursements of			\$864000		
	a. Estimated trustee's fees\$5184.00					
	b. Estimated Attorney Fees a confirmation of plan	and costs through	\$3500.00			
	 c. Estimated Attorney Fees a through duration of Plan 	nd costs Post-confirmation	\$3500.00			
	d. Estimated Fees of Other Professionals e. Total mortgage and other continuing secured debt payments f. Total non-continuing secured debt payments (including interest)		\$0.00			
			\$46,860.00			
			\$15464.35			
	g. Total priority claims \$795.00					
	h. Total arrearage claims	_	\$11,000.00			
7.	Total Disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)				\$	86240.00
8.	Funds estimated to be available for Class 9 General Unsecured Creditors (item 5 minus item 7)			s	-	159.65
9.	Estimated dividend to Class 9 (see liquidation analysis on page 1)	General Unsecured Creditor age 6)	rs in Chapter 7proceeding	s _		0.00

COMMENTS: